

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF		PAGES	
						1		65	
2. CONTRACT NO.		3. SOLICITATION NO. TIRNO-00-R-00029		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06/27/2000		6. REQUISITION/PURCHASE NO. P-0-P6-31-NB-A81	
7. ISSUED BY Internal Revenue Service Constellation Centre 6009 Oxon Hill Road Oxon Hill, MD 20745				CODE 20745003		8. ADDRESS OFFER TO (If other than Item 7) irs0088 INTERNAL REVENUE SERVICE A/C PROCUREMENT Suite 700 6009 OXON HILL ROAD OXON HILL, MD 20745			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in see block 8 until 1530 local time 07/27/2000
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Paul A. Attorri		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-283-1103	
---------------------------	--	--------------------------------	--	---	--

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	28-41
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4-16	X	J	LIST OF ATTACHMENTS	42
X	D	PACKAGING AND MARKING	17	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	18	X	K	REPRESENTATIONS, CERTIFICATIONS AND	43-55
X	F	DELIVERIES OR PERFORMANCE	19-20			OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	21-22	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	3;56-61
X	H	SPECIAL CONTRACT REQUIREMENTS	23-27	X	M	EVALUATION FACTORS FOR AWARD	62-65

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY	
			CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	AMOUNT
0001	<p>BASE YEAR:</p> <p>Investigative Services to be supplied IAW the Statement of Work.</p> <p>The unit price specified at the right is the Composite Labor Rate, including all direct and indirect costs, including travel costs, and fee.</p>	NTE 10,000.00	HR	_____.	_____.
0002	<p>OPTION YEAR ONE:</p> <p>Investigative Services to be supplied IAW the Statement of Work.</p> <p>The unit price specified at the right is the Composite Labor Rate, including all direct and indirect costs, including travel costs, and fee.</p>	NTE 10,000.00	HR	_____.	_____.
0003	<p>OPTION YEAR TWO:</p> <p>Investigative Services IAW the Statement of Work</p> <p>The unit price specified at the right is the Composite Labor Rate, including all direct and indirect costs, including travel costs, and fee.</p>	NTE 10,000.00	HR	_____.	_____.
0004	<p>OPTION YEAR THREE:</p> <p>Investigative Services to be supplied IAW the Statement of Work</p> <p>The unit price specified at the right is the Composite Labor Rate, including all direct and indirect costs, including travel costs, and fee.</p>	NTE 10,000.00	HR	_____.	_____.
0005	<p>OPTION YEAR FOUR:</p> <p>Investigative Services to be supplied IAW the Statement of Work</p> <p>The unit price specified at the right is the Composite Labor Rate, including all direct and indirect costs, including travel costs, and fee.</p>	NTE 10,000.00	HR	_____.	_____.

END OF SECTION B

ANY SOLICITATION AMENDMENTS WILL BE POSTED ON THE INTERNET AT THE SAME SITE AS THE RFP, RATHER THAN MAILED TO OFFERORS.

OFFERS MUST BE SUBMITTED TO THE ADDRESS IN BLOCK 8 OF PAGE 1. THE OUTER ENVELOPE SHOULD BE CLEARLY MARKED WITH THE RFP # AND IDENTIFIED AS AN OFFER AS A GUARANTEE OF TIMELY HANDLING.

INSTRUCTIONS TO OFFERORS BEGIN ON PAGE 54 OF THE SOLICITATION.

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1.0 BACKGROUND

- 1.1 The National Background Investigations Center (NBIC) of Agency-Wide Shared Services within IRS currently conducts most Personnel Security Investigations of IRS applicants and employees, applicants and employees of other Treasury Bureaus, ADP and other Contractors performing work for the Internal Revenue Service and Department of the Treasury or it's Bureaus. Because of an enormous increase in the workload of the National Background Investigations Center and a shortage of staff on rolls to perform these investigations, there is a need to contract out portions (investigative leads) of these investigations due to NBIC's inability to timely conduct the investigations.**
- 1.2 Current provisions contained in IRM 1113.7 authorize the investigative responsibility for the Personnel Security Investigations to NBIC (formerly a function within the Inspection Division).**

2.0 OBJECTIVE OF CONTRACT

- 2.1 NBIC requires investigation of applicants, employees and contract employees in Personnel Security Investigations. This requires investigation and preparation of written reports of investigative findings in a timely and cost-effective manner.**
- 2.2 NBIC requires these investigations and reports so that IRS officials can determine suitability for employees and applicants as specified in 1.1 above.**
- 2.3 Furthermore, the information developed during an investigation must be gathered, stored, and disseminated in strict accordance with the Privacy Act of 1974 and the various disclosure requirements stated in the contract. The very highest and most consistent standards of integrity are considered absolutely essential in the performance of this contract.**

3.0 SCOPE OF WORK

- 3.1 The contractor will furnish all supplies, equipment, services, personnel, and facilities to conduct investigations when requested to do so in writing by the Chief, National Background Investigations Center, or his/her designee as specified in the contract.**
- 3.2 The contractor will conduct investigations on a nationwide basis, assemble applicable investigative files and prepare and submit a thorough investigative report of findings to the Chief, National Background Investigations Center.**
 - 3.2.1 The contractor shall complete investigative leads and submit within 30 days of receipt of the leads from the COTR. The investigations and associated reports must meet the standards specified in this Statement of Work. Any request by the contractor to extend the coverage of leads must be called into the COTR within 3 workdays of identification of the need to extend the investigation. This must also be accomplished at least two days before the due date of the report of investigation. The COTR has the authority to extend the delivery dates for all deliverables, in cases where he/she determines the extension is warranted by circumstances beyond the control of the contractor. This will include identification by the contractor of additional leads identified/needed to resolve undisclosed information on the subject of investigation.**
- 3.3 The contractor shall coordinate activities with a COTR throughout the performance of this contract and must be prepared to furnish interim status reports or oral briefings as may be required or requested.**

4.0 CONTRACTOR PERSONNEL REQUIREMENTS

4.1 STANDARDS AND CONDUCT

- 4.1.1 All contractor personnel must be approved by IRS National Background Investigations Center prior to working on IRS-related investigations. Personnel, including those who assume responsibilities under the contract during its duration, must have been screened within the past 5 years by investigations meeting no less than a Special Sensitive Background Investigation (SSBI) clearance for occupancy of a high-risk position. Personnel must have a favorably adjudicated investigation and**

a copy of the background report and clearance will be provided to the Chief, National Background Investigations Center or his/her designee 10 calendar days prior to the contract employee starting work on IRS-related investigations. It is the responsibility of the contractor to update background investigations of contractor employees every five years. Updated background investigations and clearances conducted during the duration of this contract must be provided to the Chief, National Background Investigations Center, or his/her designee. Payment for any background investigation of contract employees may not be directly charged under this contract. The National Background Investigations Center requires this clearance to ensure that contractor personnel meet the highest standards of character, integrity, and proficiency. Professional conduct and appearance and a high standard of integrity shall be maintained at all times.

- 4.1.2** In addition to the background investigation, the National Background Investigations Center intends to verify through its records and those of IRS that all contractor personnel are compliant with Federal tax filing requirements. NBIC record checks will be conducted to verify that all contractor personnel present no conflict of interest or appearance of a conflict of interest in conducting IRS-related investigations. Contractor employees will be required to execute appropriate security forms prior to contract work being performed. A contractor employee on whom unfavorable or derogatory information has been developed during the suitability screening will be confronted with the information and offered an opportunity to refute, explain, clarify or mitigate the information in question. The contract employee's management will not be advised of any derogatory or questionable information developed during the suitability process.
- 4.1.3** The Contracting Officer reserves the right to bar any employee from working on this contract at any time during the duration of this contract for not meeting the standards set forth in the contract. The contractor, upon written notice of such Contracting Officer determination, will immediately remove the contract employee from work on this contract.
- 4.1.4** The Contractor shall require all contract employees who are assigned to work on this contract to sign a nondisclosure agreement. Contract employees shall sign these agreements before they are assigned to any work from this contract and they will be provided to the COTR. Any

new employee who assumes responsibilities under this contract shall be required to sign a nondisclosure agreement prior to conducting any work relating to this contract. These agreements will also be provided to the COTR.

- 4.1.5 Contractor personnel must be proficient and professional in conducting investigations and reporting investigative findings. Investigations must be thorough with all pertinent and feasible sources of information accounted for in the investigation. A report of investigation must accurately and thoroughly reflect all information that is probative and pertinent to the investigation. The contractor must maintain a fair, impartial, independent, and objective attitude in conducting and reporting the investigation.**
- 4.1.6 All contractor employees performing work on this contract must be United States citizens. This information must be reflected in their background investigation package received by the Chief, National Background Investigations Center prior to the contract employee performing work on this contract.**
- 4.1.7 All contractor personnel must maintain all of the standards specified in this contract during the duration of the contract. Failure to do so will constitute cause for termination of the contract.**
- 4.1.8 The contractor shall cooperate fully in any investigation of improper conduct by contractor personnel.**

4.2 CONTRACTOR PROHIBITIONS

The contractor shall not under any circumstances:

- 4.2.1 Conduct any investigation for NBIC without proper written authorization;**
- 4.2.2 Falsify or fabricate testimony information;**
- 4.2.3 Fail to report potentially actionable or serious information or attempt to influence the outcome of any investigation;**
- 4.2.4 Conduct any investigation when there may be a real or apparent conflict**

of interest by the contractor unless NBIC deems the conflict to be nonexistent or immaterial to the investigation;

- 4.2.5 Disclose any investigative information to persons unauthorized to receive such information;**
- 4.2.6 Use credentials or badges not approved by NBIC or use credentials for other than official IRS NBIC business;**
- 4.2.7 Use any unallowed and/or illegal techniques or devices such as concealed recording listening devices, polygraphs, paid informants, firearms or other weapons, or unlawful searches;**
- 4.2.8 Conduct any criminal investigations; or**
- 4.2.9 Fail to report any breach or suspected breach of security, or any unauthorized inspection or disclosure of information, as specified in the contract.**

4.3 CREDENTIALS

- 4.3.1 NBIC will issue credentials to identify the contractor as a representative of IRS. The credentials may only be possessed by persons authorized by NBIC and may only be used for official NBIC business. For these reasons, the contractor must safeguard the credentials to preclude misuse or possession by unauthorized persons.**
- 4.3.2 The contractor must promptly report the loss or misuse of credentials to the COTR within twenty-four (24) hours. While the initial report may be by telephone, the contractor must submit a written statement to the COTR within three business days.**
- 4.3.3 The contractor shall immediately notify, in writing, the COTR when a contract employee terminates employment or is no longer working on the contract. The contractor will promptly return the issued NBIC credentials for these employees to the COTR.**
- 4.3.4 Under no circumstances may credentials be photocopied.**

5.0 REPORT OF INVESTIGATION (ROI) FORMAT

5.1 ROI FORMAT

- 5.1.1 Favorable information obtained from testimony given by sources will be reported on forms supplied to the contractor by NBIC. These forms will be in a simple question and answer format and must have complete information obtained and reported for all sections of the forms.**
- 5.1.1 The contractor must use the report format specified by NBIC, and all forms used by the contractor must be approved by NBIC. Forms to be used by the contractor for reporting questionable or derogatory information will be supplied by NBIC. The information required by this section is the *minimum* needed and should not be considered as all-inclusive. Questions should be directed to the COTR.**
- 5.1.2 Each ROI completed for questionable or derogatory information must be titled “Report of Investigation” for NBIC and contain the unique numerical identifier (case number) assigned by NBIC.**
- 5.1.3 The first page of every ROI should also contain, at a minimum, the following:**
 - (a) title (name and address of subject of investigation);**
 - (b) date of report;**
 - (c) position title and post of duty (street address, city, zip code) of the subject;**
 - (d) typed name and dated signature of the contract investigator preparing the ROI; and**
 - (e) typed name of the contractor submitting the ROI.**

Each page of the ROI, including all exhibits as described below, should be numbered sequentially starting with the title page.

- 5.1.4 On questionable or derogatory source interview write-ups (ROI's), the reporting contract employee will ensure that the basis (where the questionable or derogatory information was first discovered and date) of the questionable or derogatory information is stated in the introduction of the report. The report should then identify the allegation or questionable/derogatory information. The report will identify dates and names of sources interviewed. All attachments to the reports will also be identified in the ROI. No conclusions, recommendations or opinions should be reported in the ROI.**
- 5.1.5 Reports of interviews should include the names and titles of all persons present during the interview, including the interviewee, interviewer, and any witnesses. These reports shall also contain the date and place of the interview. All reports of record reviews shall include the name and title of the reviewer, the date and place of the review, and the nature of the record that was reviewed. All documents gathered and included in the ROI shall be identified as to the date and place the documents were secured, the name and title of the person who provided the documents, and the contract investigator who obtained the documents.**

5.2 ROI CONTENT

- 5.2.1 All documents written by the contract employee must contain factual information. The contents must be accurate, objective, timely, concise and organized so that reviewers can determine the appropriate action on the investigation.**
- 5.2.2 All ROI's will be typed in Courier New (12 pitch).**
- 5.2.3 Sample ROI's will be provided to the contractor to disseminate to all contract employees. The format of the sample ROI's will be used for all ROI's.**
- 5.2.4 When a new lead is developed during the investigation of the subject, the new lead shall immediately be reported to the COTR for review and approval before the investigation proceeds. See 3.2.1 for timeframes in**

meeting this obligation.

- 5.2.5 A report must not contain the personal opinions or views of the contractor. When an interviewee expresses an opinion relevant to the investigation, the contractor should ask for and document the basis for that opinion.
- 5.2.6 If NBIC determines that there are omissions, errors, or deficiencies in the investigation or ROI, the COTR will notify the contractor. The COTR will advise the contractor of any additional required investigation or of the nature of the identified errors. The contractor shall make the necessary corrections to the final product in an expedited manner, as agreed upon by the COTR. The contractor shall normally have 5 business days from receipt of the deficient work to return such work to the COTR. All corrected work must be in full compliance with the terms of the agreement. The COTR, depending on varying circumstances of the investigation, may adjust this timeframe.

6.0 INVESTIGATIVE MATERIALS

- 6.1 All material gathered during or prepared for an investigation must be preserved and provided to NBIC. Such material includes, but is not limited to, notes of interviews or record/file checks, documents gathered during an investigation, documents furnished to the contractor by NBIC, and electronic media (e.g., diskette, computer hard drive, or CD).
- 6.2 The contractor must not maintain copies of any investigative materials, including reports of investigation, in any format (written, electronic, etc.), after approval for payment for a completed investigation is made by NBIC. All materials and the information they contain are the sole property of the IRS.
- 6.3 **DISCLOSURE OF INVESTIGATIVE MATERIAL AND INFORMATION AND THE PRIVACY ACT**
 - 6.3.1 Material and information pertaining to an investigation may only be disclosed in accordance with the Privacy Act of 1974, Title 5, U.S.C. Section 552a. The Privacy Act allows disclosure under certain circumstances for official purposes. “Material and information” pertaining to an investigation includes all items, records, and information gathered during the course of an investigation, regardless of

whether they are included in the report of investigation. The existence of an investigation is information protected by the Privacy Act.

- 6.3.2** The most common form of authorized disclosure is the “investigative disclosure” in which a person discloses information or material to the extent necessary to obtain information. For example, the contractor usually needs to divulge enough information so that the interviewee knows what the subject matter is or so that a person knows what record to look for.
- 6.3.3** When an individual or government agency requests a report of investigation or information or material gathered during an investigation, the contractor should advise the requester to submit a written request to IRS, Personnel Security Office, 1111 Constitution Avenue, N.W., Washington, D.C. 20224 - Room 4244, Attention: Mary Anderson, Disclosure Specialist.
- 6.3.4** Refer to the Disclosure clauses and Privacy Act clauses in the contract.

6.4 INVESTIGATIVE DISCLOSURE OF TAX INFORMATION

- 6.4.1** Should a contract employee gain access to any tax information on a subject, the contract employee should immediately notify the COTR by telephone. This notification must also be backed up by memorandum within three business days of the contract employee obtaining this information.
- 6.4.2** Under no circumstances is the contractor or any contract employee permitted to disclose any tax information on a subject of investigation.

6.5 PROTECTION AND STORAGE OF INVESTIGATIVE MATERIAL

- 6.5.1** The Privacy Act and the Internal Revenue Code restrict disclosure of information and material. To that end, the contractor must ensure that investigative material is afforded physical protection from unauthorized disclosure. Safeguards apply no matter what media on which investigative material is recorded.
- 6.5.2** In general, the office area in which the investigative material is

maintained must be readily accessible only to contractor personnel who have an official need for the material. Access by other people must be restricted. When not in use, material must be kept out of plain view in a locked cabinet or other container.

6.5.3 The material must be stored in a cabinet, container, or room that can be locked to prevent access by unauthorized personnel.

6.5.4 In addition, the contractor shall propose security measures to protect any tax data from unauthorized access during duty and non-duty hours. At a minimum, IRS requires the following:

6.5.4a IRS data will be used only in an area which is restricted or secured or in a security room.

6.5.4b When not in use or during off-duty hours, data in hard copy format (e.g., paper or diskette) will be stored in locked containers. Additionally, the locked container will be located in a locked or secured area during non-duty hours.

6.5.4c Security Policy – must define allowed users and rules of access. The policy should also provide for clearance of all protected information on objects before they are allocated out of or into the system.

6.5.4d Accountability – Computer systems must be secured from unauthorized access. All security features (audit trails, identification/authentication) must be available and activated to prevent unauthorized access.

6.5.4e Assurance – Access controls and other security features must be implemented and working. The security system should be tested annually to assure it is functioning correctly.

6.5.4f Documentation – test documentation should be readily available which describes how and what mechanisms were tested and the results. Documentation must also include a user's guide and facility manual.

7.0 INTERVIEWS OF SOURCES OF INFORMATION

- 7.1** If interviewing Internal Revenue Service employees as a source of information, it should be noted that IRS employees are required to respond to official inquiries unless their statements would incriminate them under the Fifth Amendment to the Constitution or would be legally privileged. If an IRS employee invokes their Fifth Amendment privilege, the contractor shall contact the COTR. If an employee of IRS refused to respond to a question, the contractor should remind the employee of his/her responsibilities under the 31 C.F.R., Part 0, Section 0.207. The C.F.R. indicates that an employee shall respond to questions truthfully whether orally or in writing, and must provide documents and other materials concerning matters of official interest when directed to do so by competent Treasury authority. If the employee still refuses to respond, the contractor should document the question or questions at issue and the employees response, and terminate the interview.
- 7.2** Non-employees are not under any legal obligation to answer questions or assist the contractor.
- 7.3** Contractors should introduce themselves as investigators under contract with IRS to conduct background investigations. At the outset of an interview, the contractor should tell the interviewee what the interview is about. If the contractor is requesting records or an explanation of a record's meaning, the contractor should use discretion in advising the interviewee about the essence of the investigation.
- 7.4** Interviews of sources and the gathering of documents for investigations conducted by the contractor should be accomplished in person. If there are any barriers encountered in conducting these investigations by personal contact, the contractor should immediately notify the COTR.
- 7.5** **PRIVACY ACT NOTICE REQUIREMENTS DURING INTERVIEW OF SOURCES.**

The contractor must provide an appropriate Privacy Act notice to each person interviewed or contacted for records during the course of the investigation. NBIC will provide the contractor with the appropriate form to be given to the various sources of information. This applies to both IRS employees and non-employees. The contractor must use the Privacy Act forms provided by NBIC. The fact that the Privacy Act notice was provided should be noted in the contractor's documentation of the interview. The Notice is necessary because

the Privacy Act states, under 5 U.S.C. Section 552a (e)(3), that agencies maintaining Privacy Act systems of records should inform each individual whom they ask to supply information of the authority for the solicitation of information, the principle purpose of the solicitation, the routine uses of the information obtained, the effects of nondisclosure, and whether disclosure is mandatory or voluntary.

7.6 INTERVIEW NOTES

The contractor should take adequate notes during each interview so that a thorough and accurate summary of the interview may be prepared for the report of investigation. Interviewers should refrain from putting personal opinions or unprofessional comments on notes because the notes are subject to release to the interviewee or subject of the investigation. Notes must be protected as previously described in 6.5, Protection and Storage of Investigative Material. Investigative notes should be forwarded with the report of investigation to NBIC upon completion of the investigation. NBIC will be responsible for the destruction of any investigative materials.

7.7 REQUEST FOR CONFIDENTIALITY

- 7.71 Under the Privacy Act of 1974, the identity of persons furnishing information in investigations will be protected only when those persons have been furnished an expressed promise of confidentiality. The contractor should not offer confidentiality to a person being interviewed. The contractor should advise sources that the subject of the investigation may be confronted with the information and identity of the source. If a source requests confidentiality or is reluctant to furnish information because of fear that the subject may learn that he/she was the source of the information, the contractor may inform the source that NBIC will not release information that would tend to reveal his/her identity. The interview notes and the report of interview should stipulate that the source requested and received a grant of confidentiality. Note that a pledge of confidentiality is presumed not to exist in any instance where a source furnishes an affidavit or written statement.**
- 7.72 The contractor must attempt to corroborate questionable or derogatory information disclosed by confidential sources. If there is no other**

source of information, the report of investigation should so state. The report should not use gender pronouns as they tend to identify the source.

- 7.73** If there are any questions regarding confidentiality, the contractor should consult the COTR.

8.0 EVIDENCE OF CRIMINAL VIOLATION

- 8.1** Whenever contractor personnel believe there is evidence of any criminal violation by the subject, the COTR must be notified as soon as possible. Contractor personnel are not authorized to investigate possible criminal violations. Investigations that reveal criminal violation will be returned to NBIC. The contractor personnel will assemble and return all documents, interview reports, notes and other items gathered during the investigation, up to the point that the criminal violation was discovered. All materials should be forwarded immediately to the COTR. In the event of such incidents, NBIC will certify that the contractor has satisfactorily completed the investigation to date.
- 8.2** When an employee of the Federal government provides information indicating he/she may have violated a criminal statute related to the investigation, the contract employee should document the specifics of that information, terminate the interview, and notify the COTR. While an employee must respond to questions in an official investigation, that requirement does not apply if his/her response would be incriminating under the Fifth Amendment.

9.0 PAYMENT

- 9.1** See the payment clause of the contract.
- 9.2** Contractor invoices shall be sent to the IRS.
- 9.3** At no time should the name or other identifying information regarding the subject or other persons involved in an investigation appear on any invoice or payment document submitted to the IRS. Invoices or other payment documents should be identified only by the assigned case number.
- 9.4** Invoices should identify hours and total cost of each investigative lead completed. I.E. If the contractor receives an investigation that requires two police contacts and one employment contact, the invoice must specify

separately the time and cost associated with each of the two police contacts and the one employment contact. Administrative time spent on investigations (write-up of findings and other fees associated with handling the investigation) should be reported separately and may be reported under one entry entitled “administrative charges”.

10.0 CONTRACT TYPE AND GUARANTEED CONTRACT MINIMUM

This is an Indefinite Delivery Indefinite Quantity Labor Hour contract. The government will purchase from the awardee a minimum of 1,500 hours of service in the base year.

SECTION D
PACKAGING AND MARKING

D.1 MARKING REQUIREMENTS

The Contractor must mark/stencil all shipping containers with the information described in parentheses below:

(Agency)
(Description of Contents)
(Contract No.)
(Contractor's Name and Address)

D.2 PACKING AND PACKAGING REQUIREMENTS

Deliverables shall be packaged and packed in accordance with commercial practices to ensure safe delivery at destination. All postage and fees pertaining to submission of items or related documentation (forms, reports, etc.) shall be paid by the Contractor. All deliveries shall comply with the marking requirements above.

**SECTION E
INSPECTION AND ACCEPTANCE**

E. 1 52.246-6 INSPECTION --TIME AND MATERIAL AND LABOR HOUR (JAN 1986)

E.2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performed under this contract shall be by the Contracting Officer, the Contracting Officer's Technical Representative (COTR), or their duly authorized representatives, shall be legibly written in clear, concise, language, free of jargon, and shall be in accordance with paragraph 5.0 of the Statement of Work.

SECTION F DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP WORK ORDER (AUG 1989)

F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.3 CONTRACT TERM

The term of this contract is one year from the date of award, plus four one-year options.

F.4 PLACE OF DELIVERY

Deliveries of reports and other written products shall be made to the ship to/mark for address specified in Block 11 of the contract award document.

F.5 DELIVERABLES

See Statement of Work in Section C.

F.6 PROCEDURE FOR ORDERING OF INDIVIDUAL INVESTIGATIONS

(a) Task orders shall be issued by the contracting officer for blocks of not-to-exceed (NTE) hours at the firm-fixed composite labor rate stated in Section B of the contract. The contractor shall not at any time exceed the aggregate task order hours.

(b) The COTR or his designated representative(s) (to be named in the contract) will order individual investigations under the task orders in (a) above by faxing or mailing a written order to the contractor describing the desired investigation. This order will be based on the information available to the COTR or his designated representative(s) at the time.

(c) Only the COTR or his designated representative(s) specifically named in the contract, or the administrative contracting officer, shall have the authority to order or initiate investigations under this contract. The contractor shall not accept orders or initiate investigations based on the directions of any other individual(s).

(d) All directives to the contractor to commence an investigation shall be in writing and shall contain a control number assigned by the Government. The contractor shall not accept orders or initiate investigations based on any directives which are either not in writing or do not include a control number.

(e) The contractor shall not incur more than a total of (40) billable hours connected to any single investigative order without receiving permission from the COTR or his designated representative(s), or the administrative contracting officer.

(f) In addition to invoice requirements stated elsewhere in the contract, the contractor shall, on his invoices to the Government, correlate and reference the assigned control number(s) to all his invoiced hours and identify separately the hours invoiced for each individual lead.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Contracting Officer's Technical Representative (COTR) for this contract is:

(to be named at time of award)

The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer. The COTR assignment for this contract may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

G.2 CONTRACTOR PROJECT MANAGER

The Contractor's designated Project Manager for this contract is:

_____ phone no: _____ FAX no:_____.

The Contractor shall provide a Project Manager for this contract who shall have the authority to make any no-cost contract technical, decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager, or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

G.3 ADMINISTRATIVE CONTRACTING OFFICER

The Contracting Officer for administration of this contract is:

(to be named at time of award)

The contract administrator is:

(to be named at time of award)

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

G4. INVOICES

(a) The original invoice shall be submitted to the Accounting Office designated below. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the contractor, copies of the invoice, clearly marked as information copies, shall be submitted to the COTR and the contract administrator concurrently.

Internal Revenue Service
Administrative Services Center
110 North Heber Street
Beckley, WV 25801

(b) To constitute a proper invoice, the invoice must include these items cited in FAR 52.232-25, Prompt Payment, paragraphs (a)(3)(i) through (a)(3)(viii).

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 PREFERENCE FOR USE OF PAPER AND PAPER PRODUCTS CONTAINING RECOVERED MATERIAL CONTENT (MAR 1993)

The Department of the Treasury and its bureaus strongly support the use of paper and paper products with the maximum extent of recovered material content. Although the contractor is not required to utilize paper and paper products containing the percentage of recovered material content as specified in the Department of the Treasury Affirmative Procurement Program for items with Recovered Material Content, the contractor is encouraged to utilize paper and paper products with recovered material content to the maximum extent possible.

H.2 DEPARTMENT OF THE TREASURY SUPPORT FOR ACQUISITION OF PRODUCTS AND SERVICES WITH RECOVERED MATERIAL CONTENT (MAR 1993)

The Department of the Treasury strongly supports the use of products with the maximum extent of recovered material content. Contractors are encouraged to utilize recovered material content wherever such use will allow compliance with the specifications.

H.3 PREFERENCE FOR PACKAGING CONSISTING OF ENVIRONMENTALLY SOUND MATERIALS AND RECOVERED MATERIAL CONTENT (MAR 1993)

It is the policy of the Department of the Treasury to encourage the use of environmentally-sound materials and materials containing recovered material content. Contractors are encouraged to utilize packaging materials which are environmentally-sound and consist of recovered material content to the maximum extent possible.

H.4 NONPERSONAL SERVICES

The Contractor agrees that this is a nonpersonal services contract; that for all the purposes of the contract the Contractor is not, nor shall he/she hold himself/herself out to be, an agent or partner of, or joint venturer with, the Government; and that he/she shall neither supervise nor accept supervision from Government employees or any personnel from other contractors who may be working on the same task.

H.5 IRSAP 1052.224-9000(a) Disclosure of Information-Safeguards (January 1998)

In performance of this contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

(1) All work shall be performed under the supervision of the Contractor or the contractors responsible employees.

(2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.

(3) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249 9), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

(4) All return information received as result of or resulting from the investigation of contractors shall be kept in a locked compartment in a secure place when not being worked upon.

H6. IRSAP 1052.224-9001 Disclosure of Information--Criminal/Civil Sanctions (JAN 1998)

(l) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

- (2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any

format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(l)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

H7. IRSAP 1052.224-9002 Disclosure of Information--Inspection (DEC 1988)

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the contractor is found to be noncompliant with contract safeguards.

H.8 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APRIL 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

H.9 FAR 52.224-2 PRIVACY ACT (APRIL 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

SECTION I CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of the clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>.

- 52.202-1 DEFINITIONS (OCT 1995)
- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE
GOVERNMENT (JUL 1995)
- 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (JUN 1997)
- 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
(JUN 1996)
- 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED
OR PROPOSED FOR DEBARMENT (JUL 1995)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUNE 1999)

52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN – ALTERNATE II (OCT 1999)
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS [insert 10%] (OCT 1999)
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION – TARGETS (JAN 1999)
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION – INCENTIVE SUBCONTRACTING (FEB 2000)
52.222-3	CONVICT LABOR (AUG 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (FEB 1999)
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998)
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
52.223-6	DRUG-FREE WORKPLACE (JAN 1997)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

52.225-9 BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF
PAYMENTS PROGRAM (FEB 2000)

52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)

52.227-14 RIGHTS IN DATA - GENERAL (JUN 1987)

52.227-17 RIGHTS IN DATA - SPECIAL WORKS (JUN 1987)

52.229-3 FEDERAL, STATE AND LOCAL TAXES (JAN 1991)

52.229-5 CONTRACTS PERFORMED IN U.S. POSSESSIONS OR
PUERTO RICO (APR 1984)

52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR
CONTRACTS (MAR 2000)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

52.232-17 INTEREST (JUN 1996)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-25 PROMPT PAYMENT (JUN 1997)

52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS
TRANSFER PAYMENT (MAY 1999)

52.233-1 DISPUTES (DEC 1998)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.242-13 BANKRUPTCY (JUL 1995)

52.243-3 CHANGES - TIME AND MATERIALS OR LABOR HOURS (AUG 1987)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL
COMPONENTS (OCT 1998)

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)

52.248-1 VALUE ENGINEERING (FEB 2000)

52.249-6 TERMINATION (COST REIMBURSEMENT), with Alternate IV
(SEP 1996)

52.249-14 EXCUSABLE DELAYS (APR 1984)

I.2 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages_____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated_____, upon which this contract is based.

I.3 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.(b) The use in this solicitation or contract of any Treasury Acquisition/Procurement Regulation (48 CFR Chapter 10) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.4 52.203-12 (JUN 1997) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (DEVIATION - DEPARTMENT OF TREASURY (NOV
1990)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(a) The awarding of any Federal contract;

(b) The making of any Federal grant;

- (c) The making of any Federal loan;
- (d) The entering into of any cooperative agreement; and,
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency: (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(I)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action◀◀

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95◀507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(I)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professional. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under

this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.

(C) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or

expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.5 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

I.6 NEWS RELEASES

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

I.7 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ [dates to be inserted at time of award].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.8 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$250,000;

(2) Any order for a combination of items in excess of \$250,000; or

(3) A series of orders from the same ordering office within ten days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.9 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 45 days beyond the end of the base year or applicable option year, if exercised.

I.10 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the composite rate specified in the contract. The total extension of

performance hereunder shall not exceed two months. The Contracting Officer may exercise the option by written notice to the contractor within 10 days before the expiration of the base period.

I.11 52.223-13 CERTIFICATION OF TOXIC CHEMICALS RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or

possession over which the United States has jurisdiction.

**SECTION J
LIST OF ATTACHMENTS**

J.1 LIST OF ATTACHMENTS

ATTACHMENT	TITLE
1	SAMPLE SUBCONTRACTING PLAN (Applicable only to large business prime contractor)

**SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS**

**K.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS**

NUMBER	TITLE	DATE
	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11, DEVIATION - DEPARTMENT OF THE TREASURY - JAN 1990)	APR 1991
52.204-5	WOMEN-OWNED BUSINESS	MAY 1999

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described at FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

(e) Type of Organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate Entity (not tax-exempt);

☐ Corporate Entity (tax-exempt);

☐ Government Entity;

☐ Foreign Government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e. the VETS - 100 report required by the FAR clause 52.222-37, Employment Reports on Disabled Veterans and veterans of the Vietnam Era), it has ☐, has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.4 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

K.5 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION - DEPARTMENT OF THE TREASURY - JAN 1990) (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that--

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from

this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year

period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

K.8 AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.9 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is **7381**.

(2) The small business size standard is no more than 9,000,000 million average annual receipts for an offeror's preceding 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small

business concern in block (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern", as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of a fine, imprisonment, or both;

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K10. 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged

business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports;
and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.13 CONTRACTOR'S REMITTANCE OR CHECK MAILING ADDRESS

Indicate your firm's remittance or check mailing address below.
For additional information see Section I, Prompt Payment (FAR 52.232-25).

K.14 RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE

Indicate below the responsible official(s) who can receive notification of an improper invoice and answer questions regarding the invoice. For additional information see Section I, Prompt Payment.

Name (If practicable) _____

Title _____

Address _____

Telephone Number _____

K.15 CERTIFICATION

TO BE COMPLETED BY THE OFFEROR: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below, by an individual authorized to bind the offeror.

The offeror makes the foregoing Representations and Certifications as part of its proposal.

(Name of Offeror)

(Solicitation No.)

(Signature of (Date)
Authorized Individual)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is
prescribed in 18 U.S.C. 1001.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text may be accessed electronically at this address:
<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS— COMPETITIVE ACQUISITION	FEB 2000
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite delivery indefinite quantity labor hour contract with fixed hourly rates resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Paul Attorri, A:P:O:S
INTERNAL REVENUE SERVICE
Constellation Building - 7th Floor

6009 Oxon Hill Road
Oxon Hill, Maryland 20745

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation or contract of any Department of Treasury provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.6 COMPETITION IN SUBCONTRACTING.

As a part of its initial offer, all Offerors (other than small businesses) shall prepare and submit a proposed small business and small disadvantaged business subcontracting plan, as prescribed in FAR 52.219-9 and outlined in Section J, Attachment 1, 'Department of the Treasury, Internal Revenue Service, Small, Small Disadvantaged and Women-Owned Business Subcontracting Plan Outline.' The goals stated in this attachment are applicable to this procurement and should be utilized for developing a subcontracting plan in response to this Request for Proposal. In addition to this attachment, offerors shall also provide a record of previous performance in carrying out the goals of subcontracting plans.

The subcontracting plan shall be submitted as an attachment that is separate and detachable from the rest of the proposal. This attachment will be utilized in the evaluation of the subcontracting plan as stated in Section M.3.

The offeror shall select proposed subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the solicitation. Competitive solicitation of proposed subcontractors shall be discussed in this section. Non-competitive selection of proposed subcontractors must be justified.

Unless expressly provided in any resulting contract, award of the contract shall not be construed as the consent or authorization by the IRS to the selection of any proposed subcontractor.

L.7 CONTRACTOR SUBMISSIONS FOR EVALUATION UNDER SECTION M

(a) Offerors are expected to examine all instructions. Failure to do so will be at the offeror's risk.

(b) To aid in the evaluations, proposals shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate) and logically assembled. Prospective offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFP. Extraneous narrative, elaborate brochures, uninformative "PR" material and so forth, should not be submitted. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable.

(c) Two complete copies of the proposal, including all its support documentation, shall be submitted. The price proposal and technical proposal should be combined.

(d) Offerors shall propose a single composite hourly rate for all investigations, inclusive of all contractor direct and indirect costs, *including travel*, and fee. For the purposes of evaluating the realism of their single proposed rate, offerors shall include in their proposal an explanation/breakdown of how this composite rate was calculated. This explanation/breakdown shall not be included as part of Section B.

(e) Travel estimates. The following are estimates provided to offerors solely for informational purposes. These estimates are based on past years experience and are not intended and should not be interpreted as being contract terms or conditions, nor as being necessarily indicative of future travel requirements. NBIC's past years experience has been that approximately 10% of the investigative leads have been outside the Washington D.C. and commuting Virginia and Maryland area. Other parts of the country where leads have been conducted have included Atlanta and remote areas such as the Dakotas, Montana, Wyoming etc., as well as Alaska and Hawaii, with approximately 10-15 days of work in each of these locations per year.

(f) OFFEROR CAPABILITY FACTORS INSTRUCTIONS

FACTOR 1A, EXPERIENCE - The offeror shall submit sufficient documentation of their relevant experience of work of similar scope, as a business entity, to allow the Government to evaluate this award factor as described in section M. This documentation should include relevant corporate history and descriptions of similar past contracts, and shall include such experience, as business entities, of any key subcontractor(s). A key subcontractor is defined for Section L.7 of this solicitation as a company which will be subcontracted by the awardee to perform at least 20% of the investigations under the contract.

FACTOR 1B, PAST PERFORMANCE - Offerors shall provide the name of five of the offerors' customers (plus an additional five references for each key subcontractor) in the Government and/or the private sector over the past five years for the same or similar investigative services and include the approximate number of investigations performed under each contract and the geographical depth and breadth of each contract . Offerors shall provide the name, phone number and fax number or e-mail address of a customer point of contact for each performance reference who will be able to respond, verbally or in writing, to a past performance market survey to be given them by the IRS. The offeror shall bear sole and complete responsibility for assuring the points of contact and their phone numbers, fax numbers, and e-mail addresses are current, complete and accurate in all instances. The IRS shall bear no responsibility for inaccurate or outdated points of contact or contact numbers or addresses provided by the offeror or for making more than one or two efforts to contact the referenced customer at the fax number or e-mail address provided by the offeror. **IT IS STRONGLY REQUESTED THAT OFFERORS SUBMIT THEIR LIST OF CUSTOMER REFERENCES WITHIN TWO WEEKS OF DOWNLOADING OR OTHER RECEIPT OF THE RFP, PRIOR TO PROPOSAL SUBMISSION, TO THE CONTRACTING OFFICER AT FAX # 202-283-1514 OR BY E-MAIL TO PAUL.A.ATTORRI@IRS.GOV, TO ALLOW THE SURVEY PROCESS TO GET UNDERWAY PRIOR TO THE RFP CLOSING.** It is recommended that the offerors follow up with their reference points of contact (including those for key subcontractors) in order to assure they have responded to the IRS's past performance survey. The IRS reserves the right to contact other customers as well at its discretion, and to include the past performance information received as part of its evaluation. Offerors are authorized to provide information on problems encountered on the identified contracts and the offeror's corrective actions.

FACTOR 1C, CORPORATE RESOURCES -The offeror shall submit documentation of their relevant corporate resources to allow the Government to evaluate this award factor as described in section M. This documentation should include, but is not necessarily limited to, a statement of the number of investigators employed by the offeror (and any key subcontractor) and their nationwide locations; résumés of key personnel; copies of plans described in Section M; and details concerning descriptions and methodologies described in Section M.

FACTOR 1D, ABILITY TO ENSURE THE RFP's PRIVACY AND DISCLOSURE REQUIREMENTS - Offerors shall provide, for Government evaluation, a written plan of how they would ensure compliance with the privacy and disclosure requirements specified in the solicitation. Also discuss how long this plan has been in place and how it has worked in practice, with the same information for any key subcontractor(s).

(g) Offerors shall submit for evaluation the specific small and small disadvantaged business participation documentation referenced at solicitation clause M.3.

L.8 DISCUSSIONS AND CORRESPONDENCE

All communications concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer. Correspondence, including written questions, should be directed to the address shown in Block 8 of the Standard Form 33 and marked for the attention of the individual whose name appears in Block 10A of that form. All verbal communications should also be directed to that individual. In order to ensure questions concerning any technical aspect of the solicitation receive a timely response, these questions must be received by the Contracting Officer at least ten (10) calendar days before the due date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

L.9 DISPOSITION OF PROPOSALS

After evaluation, selection, and contract award, unsuccessful proposals will be disposed of as follows: one copy of each proposal will be retained by the Contracting Officer and the remainder will be destroyed.

L.10 SUBMISSION OF PROPOSALS - ADDITIONAL INSTRUCTIONS

(a) Proposals are due at the date and time showed on page 1 of this RFP, at the following address:

INTERNAL REVENUE SERVICE
ATTN: Paul Attorri, A:P:O:S
CONSTELLATION CENTRE BUILDING – Room 700
6009 Oxon Hill Road
Oxon Hill, Maryland 20745-3129

(b) Copy Number One of the proposal shall contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

(c) Facsimile, e-mail, and other electronic proposals are not authorized for this solicitation, except for the required list of customer references.

L.11 FALSE STATEMENTS IN OFFERS

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.12 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.13 INDEPENDENT REVIEW OF AGENCY PROTEST

Independent review of an agency protest by the Departmental Office of Procurement is available IAW FAR 33.103(d)(4).

SECTION M EVALUATION FACTORS FOR AWARD

M.1 METHOD OF AWARD

Award will be made to the offeror whose acceptable proposal offers the greatest value to the Government. Selection will be determined on the basis of the following:

- o how well a proposal satisfies the evaluation criteria described in paragraph M.2.
- o the relative strengths, deficiencies, significant weaknesses, and risks a proposal presents to the government.
- o evaluation of the differences among proposals relative to the differences in overall cost to IRS. Overall cost to IRS includes all of the offeror's direct and indirect costs, including travel costs, and fee.

M.2 EVALUATION FACTORS

The evaluation factors to be used for evaluating offerors' proposals are listed below.

Factor 1 - Offeror Capability	- 100 points total as shown below
A. Experience	- 25 points
B. Past Performance	- 25 points
C. Corporate Resources	- 25 points
D. Ability to Ensure the RFP's Privacy and Disclosure Requirements	- 25 points

Factor 2 – Price

Factor 3 – Small and Small Disadvantaged Business Participation

Relative Importance of the Factors - The offeror capability factor, in total, is considered significantly more important than the combination of the factors for price and small and small disadvantaged business participation for evaluation, provided the amount of difference in price can be determined by the SSA to be commensurate with the difference in expected value to the Government.

Factor 1: Offeror Capability (100 points maximum total as shown below)

The Government will evaluate the capability of the offerors that submitted acceptable offers. The Government will evaluate their capability on the basis of: (1) experience; (2) past performance; (3) corporate resources; and (4) ability to ensure the RFP's privacy and disclosure requirements.

A. Experience (25 points maximum)

The Government will evaluate each offer to determine whether, during the past five years, the offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with performing the work that will be required under the prospective contract. The government will try to determine how many opportunities an offeror has had to carry out those processes and procedures and to cope with those difficulties, uncertainties, and risk. Offerors with no relevant experience will be given a neutral rating for this subfactor.

B. Past Performance of the Company (25 points maximum)

The Government will evaluate past performance on contracts for the same or sufficiently similar investigative services of comparable scope. In the investigation of the offeror's past performance, the Government will contact former customers and Government agencies, and other private and public sources of information and its investigation will include quality and timeliness of service; effective management of the contract; and customer satisfaction. Offerors with no relevant performance history will be given a neutral rating for this subfactor.

C. Corporate Resources (25 points maximum)

The Government will evaluate the offeror's capability to provide sufficient staffing and other resources to effectively perform the nationwide scope and volume of work required in this RFP; offeror's capability and commitment to train staff, if necessary, for successful performance; offeror's plans for acquiring personnel and other resources not already available; and offeror's methodology for ensuring that personnel intended for work on this contract are capable of passing the government's Minimum Background Investigation.

D. Ability to Ensure the RFP's Privacy and Disclosure Requirements (25 points maximum)

The Government will evaluate the offeror's ability to comply successfully with the solicitation's privacy and disclosure requirements. A site visit by the Government prior to award may be required at the Government's discretion. The Government reserves the right

for this evaluation subfactor to initially assign an equal rating to all offerors whose proposals provide general evidence of the intent and/or ability to ensure the required privacy and disclosure requirements, and to defer the time-consuming process (time-consuming for the Government and contractors) of performing any necessary multiple tier reviews and/or site visits to the otherwise apparent winning offeror, prior to any award.

2. Price

(a) The Government will evaluate proposed prices as described at Relative Importance of the Factors. Price must be proposed by offerors in accordance with clause L.7.D of the solicitation. The offeror shall submit composite labor rates for all contract line items to be considered responsive/eligible for contract award. Although the proposed composite labor rates will not be scored, they will be evaluated for each mandatory contract line item described in Section B. Price analysis will be conducted in accordance with the applicable techniques cited in the Federal Acquisition Regulation text at 15.404-1.

(b) There will be price evaluation factor preferences for offers from HUBZone and Small Disadvantaged Business offerors IAW RFP clauses 52.219-4 and 52.219-23.

M.3 SMALL AND SMALL DISADVANTAGED BUSINESS PARTICIPATION

(a) Projected Small Disadvantaged Business (SDB) participation IAW RFP clauses 52.219-22, 52.219-24, and 52.219-25 will be an evaluation subfactor.

(b) Subcontracting Plan Evaluation

(i) The evaluation of this subfactor will consider the offeror's proposed small business and small disadvantaged business subcontracting plan submitted in accordance with Section L. Non-compliances with the Subcontracting Plan requirements will be negotiation issues.

(a) Proposed Plan - The offeror's proposed plan will be evaluated to determine whether it represents the maximum practicable opportunity for subcontracting. Maximum practicable opportunity is defined as reaching or exceeding the IRS goals specified in Section J, Attachment 1.

(b) Previous Performance - The Offeror's record of previous performance in carrying out the goals of the subcontracting plan (Section J, Attachment 1) will be considered for this subfactor.

(ii) The subcontracting plan evaluation subfactor is applicable to large

business only.

**DEPARTMENT OF THE TREASURY
SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN OUTLINE**

The following outline meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be a guideline. It is not intended to replace any existing corporate plan which is more extensive. If assistance is needed to locate small business sources, contact the Director, Office of Small Business Programs (202) 622-0530 or the IRS Small Business Specialist, Ms. Jodie Paustian at (202) 283-1350. Please note that the Department of the Treasury has subcontracting goals of 41% for small business, 5% for small disadvantaged business, and 5% for women-owned small business for fiscal year 1998. For this procurement, the Department of the Treasury expects all proposed subcontracting plans to contain the following goals, at a minimum, for small business 41%, for small disadvantaged business 5%, and for women-owned small business 5%. These percentages shall be expressed as percentages of the total available subcontracting dollars.

Identification Data:

Company

Name: _____

Address: _____

Date Prepared: _____ Solicitation

Number: _____

Item/Service: _____

Place of

Performance: _____

1. TYPE OF PLAN: (Check only one).

____ INDIVIDUAL PLAN: *In this type of plan all elements are developed specifically for this contract and are applicable for the full term of this contract.*

____ MASTER PLAN: *In this type of plan, goals are developed*

for this contract; all other elements are standard. The master plan must be approved every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.

_____ COMMERCIAL PLAN: This type of plan is used when the contractor sells products and services customarily used for nongovernment purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval, AND MUST SUBMIT AN ANNUAL SF 295 TO TREASURY WITH A BREAKOUT OF SUBCONTRACTING PRORATED FOR TREASURY (WITH A BUREAU BREAKDOWN, IF POSSIBLE).

2. GOALS:

FAR 19.704(a)(1) requires separate dollar and percentage goals for using small business concerns, small disadvantaged business concerns, and women-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for small disadvantaged business and women-owned business are sub-sets of the small business goal).

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

B. Estimated dollar value* and percentage of planned subcontracting to small business concerns is:
(*This figure includes the amount in C. and D. below.)

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____ %	_____ %	_____ %	_____ %	_____ %

C. Estimated dollar value and percentage of planned

subcontracting to small disadvantaged business concerns
is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u> %</u>	<u> %</u>	<u> %</u>	<u> %</u>	<u> %</u>

D. Estimated dollar value and percentage of planned
subcontracting to small women-owned business concerns is:

FY__	FY__	FY__	FY__	FY__
<u>BASE</u>	<u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>3RD OPTION</u>	<u>4TH OPTION**</u>
<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u> %</u>	<u> %</u>	<u> %</u>	<u> %</u>	<u> %</u>

**IF ANY CONTRACT HAS MORE THAN FOUR OPTIONS, PLEASE
ATTACH ADDITIONAL SHEETS SHOWING DOLLAR AMOUNTS AND
PERCENTAGES.

SUPPLY/ SERVICE	COMPANY NAME (IF KNOWN)	BUSINESS SIZE (SB, SDB, WOB, LB)	DOLLAR AMOUNT
--------------------	-------------------------------	--	------------------

[illegible]

F. Explain the methods used to develop the subcontracting goals for small, small disadvantaged, and small women-owned business concerns. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, small disadvantaged, and small women-owned businesses were determined, and how the capabilities of small, small disadvantaged, and small women-owned businesses were determined. Identify all source lists used in the determination process.

[illegible]

[illegible]

Telephone: _____

Position: _____

Duties: Does the individual named above perform the following? (If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company).

- A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, small disadvantaged, and small women-owned business concerns
_____YES _____NO
- B. Developing and maintaining bidders' lists of small, small disadvantaged, and small women-owned business concerns from all possible sources
_____YES _____NO
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists
_____YES _____NO
- D. Assuring that small, small disadvantaged, and small women-owned businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing
_____YES _____NO
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged, and small women-owned businesses
_____YES _____NO
- F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, small disadvantaged, and small women-owned business participation
_____YES _____NO
- G. Ensuring that the subcontract bid proposal review board

documents its reasons for not selecting any low bids
submitted by small, small disadvantaged, and small women-
owned business concerns

_____YES _____NO

H. Overseeing the establishment and maintenance of contract
and subcontract award records

_____YES _____NO

I. Attending or arranging for the attendance of company
counselors at Business Opportunity Workshops, Minority
Business Enterprise Seminars, Trade Fairs, etc.

_____YES _____NO

J. Directly or indirectly counseling small, small
disadvantaged, and small women-owned business concerns on
subcontracting opportunities and how to prepare
responsive bids to the company

_____YES _____NO

K. Providing notice to subcontractors concerning penalties
for misrepresentations of business status as small, small
disadvantaged, or small women-owned business for the
purpose of obtaining a subcontract that is to be included
as part or all of a goal contained in the contractor's
subcontracting plan

_____YES _____NO

L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures

_____YES _____NO

M. Developing and maintaining an incentive program for buyers which supports the subcontracting program

_____YES _____NO

N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals

_____YES _____NO

O. Preparing and submitting timely reports

_____YES _____NO

P. Coordinating the company's activities during compliance reviews by Federal agencies

_____YES _____NO

Q. Encouraging subcontracting in Labor Surplus Areas when consistent with the efficient performance of the contract

_____YES _____NO

4. EQUITABLE OPPORTUNITY

FAR 19.704(a)(3) requires a description of the efforts your company will make to ensure that small, small disadvantaged, and women-owned business concerns will have an equitable opportunity to compete for subcontracts. (Check all that apply.)

A. Outreach efforts to obtain sources:

_____Contacting minority and small business trade associations

_____Contacting business development organizations

_____Attending small and minority business procurement conferences and trade fairs

_____Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS)

B. Internal efforts to guide and encourage purchasing

personnel:

_____ Presenting workshops, seminars and training programs

_____ Establishing, maintaining and using small, small
disadvantaged and women-owned business source lists,
guides and other data for soliciting subcontracts

_____ Monitoring activities to evaluate compliance with
the subcontracting plan

C. Additional efforts: (Please describe.)

5. CLAUSE INCLUSION AND FLOW DOWN

FAR 19.704(a)(4) requires that your company include FAR 52.219-8, "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan."

Your company agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, small disadvantaged, and small women-owned business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, small disadvantaged, and small women-owned subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Standard Form (SF) 294 and SF 295 reports.

6. REPORTING AND COOPERATION

FAR 19.704(a)(5) requires that your company (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensure that subcontractors agree to submit SF 294 and SF 295.

The cognizant contracting officer of the Treasury bureau must receive the report(s) within 30 days after the close of each calendar period. That is:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>	<u>Send Report To</u>
10/01--03/31	SF 294	04/30	bureau contracting officer
04/01--09/30	SF 294	10/30	bureau contracting officer
10/01--09/30	SF 295	10/30	bureau contracting officer

NOTE: A copy of the 295 report must also be sent to the Director, Office of Small Business Programs, Department of the Treasury. The address is as follows:

Department of the Treasury
Attn: Director, Office of Small
Business Programs, MMD
1500 Pennsylvania Avenue, N.W.
Room 6100 Annex
Washington, DC 20220

7. RECORDKEEPING

FAR 19.704(a)(6) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. (Check all that apply.) (If NO is checked, please indicate why these types of records are not maintained).

A. Small, small disadvantaged, and women-owned business concern source lists, guides, and other data identifying such vendors.

_____YES _____NO

B. Organizations contacted for small, small disadvantaged, and women-owned business sources.

_____YES _____NO

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate

for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and (4) reasons for the failure of solicited small, small disadvantaged, and women-owned business concerns to receive the subcontract award.

_____YES _____NO

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs.

_____YES _____NO

E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.

_____YES _____NO

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status (SDB, WOB, etc.) of each subcontractor. (This item is not required for company or division-wide commercial plans.)

_____YES _____NO

G. Other records to support your compliance with the subcontracting plan: (Please describe)

8. TIMELY PAYMENTS TO SUBCONTRACTORS

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due

pursuant to the terms of your subcontracts with small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

Your company has established and uses such procedures:

_____YES

_____NO

Maximum practicable utilization of small, small disadvantaged and women-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, small disadvantaged, and women-owned small business subcontracting goals, **outline the steps your company plans to take.** These steps will be negotiated with the contracting officer prior to approval of the plan.

[illegible]

10. SIGNATURES REQUIRED

This subcontracting plan was SUBMITTED by:

Signature: _____

Typed Name: _____

Title: _____

Date: _____

This subcontracting plan was REVIEWED by:

Signature: _____

Typed Name: _____

Title: Contracting Officer _____

Date: _____

This subcontracting plan was REVIEWED by:

Signature: _____

Typed Name: _____

Title: Small Business Specialist _____

Date: _____

This subcontracting plan was REVIEWED by:

Signature: _____

Typed Name: _____

Title: Small Business Administration Representative _____

Date: _____

This subcontracting plan was APPROVED by:

Signature: _____

Typed Name: _____

Title: Director, Office of Small Business Programs

Date: _____

This subcontracting plan was ACCEPTED by:

Signature: _____

Typed Name: _____

Title: Contracting Officer

Date: _____
